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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - EASTERN DIVISION**

Marc Rivera, et al.,

Plaintiff,

v.

Western Express Inc., et al.,

Defendants.

Case No. EDCV 18-1633 JGB (SHKx)

JUDGMENT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Judgment for Plaintiffs shall be entered as follows:

1. Plaintiffs' Motion for Final Approval of Class Action Settlement (Dkt. No. 56) is GRANTED.
2. The Court GRANTS final approval to the parties' Settlement Agreement. The Court finds that the Settlement Agreement is fair, adequate, and reasonable, appears to be the product of arm's-length and informed negotiations, and treats all members of the class fairly. The parties shall perform their obligations pursuant to the terms of this Settlement Agreement and this Order.

1 3. Plaintiffs' Motion for Attorneys' Fees and Costs (Dkt. No. 55) is GRANTED.

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3 4. The following classes are certified under Federal Rule of Civil Procedure 23(c) for
4 settlement purposes:

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6 All current and former employee drivers of [Western Express, Inc.]
7 who resided in California during [October 26, 2016 through
8 December 31, 2020], whose jobs included, among other things,
9 driving commercial motor vehicles and performing related services
10 within the State of California, and who were paid on a 'piece rate'
11 and/or rate-per-mile basis for compensation purposes.

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13 5. The form, manner, and content of the Class Notice meet the requirements of Federal
14 Rules of Civil Procedure 23(c)(2).

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16 6. Plaintiff Marc Rivera will be paid a service award of \$10,000 in accordance with the terms
17 of the Settlement Agreement and this Order.

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19 7. Plaintiff Jacquelyn Hutton will be paid a service award of \$10,000 in accordance with the
20 terms of the Settlement Agreement and this Order.

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22 8. Class counsel shall be paid \$453,012.00 in attorneys' fees and \$9,530.65 in costs in
23 accordance with the terms of the Settlement Agreement.

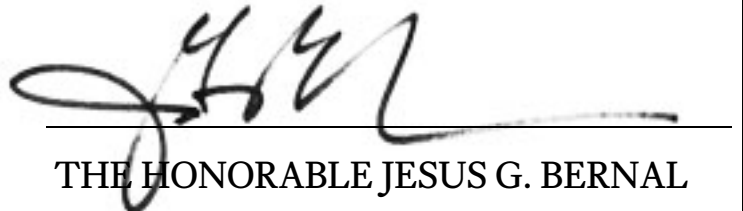
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25 9. The Settlement Administrator, CPT Group, Inc., shall be paid for its litigation costs of
26 \$27,000 in accordance with the terms of the Settlement Agreement.

1 10. All class members who did not validly and timely request exclusion from the Settlement
2 have released their claims, as set forth in the Settlement Agreement, against any of the
3 released parties (as defined in the Settlement Agreement).

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5 11. Except as to any class members who have validly and timely requested exclusion, this
6 action is DISMISSED WITH PREJUDICE, with all parties to bear their own fees and
7 costs except as set forth herein and in the prior orders of this Court.

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9 12. Without affecting the finality of this Order, the Court retains jurisdiction over the parties,
10 including Class Members, for the purposes of construing, enforcing, and administering
11 the Order and Judgment, as well as the Settlement Agreement itself.

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16 Dated: April 25, 2022


THE HONORABLE JESUS G. BERNAL
United States District Judge